

Kayak Connection Liability Release and Express Assumption of the Risk

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|------------------------|----------------------------|---|
| Guardian's Last Name : | Guardian's First Name: | Existing medical conditions of participant? _____ No Yes: _____ |
| Address: | | |
| City: | State: | Zip code: Phone: |
| Email Address _____ | How did you hear about us? | |
| Can we email? | | |

For Participants Under the Age of 18 and/or Participants with Legal Guardianship

In consideration of the services of Kayak Connection, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "KC") the legal guardian(s) of the participant named below agree:

The parent(s) and/or legal guardian(s) will instruct the participant that prior to participating in the above water activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.

The parent(s) and/or legal guardian(s) understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the instructional activities, tours, rentals, and trips offered by KC. Some risks are inherent in kayaking, canoeing, boogie-boarding and stand-up paddle boarding, even in still water; other risks are posed by the forces of the currents, swells, and waves in the slough, the ocean, lakes or rivers; other risks are inherent in outdoor activities, wilderness travel, or water sports generally; still other risks may arise from conditions, situations, or activities of which I am presently unaware. All water activities are dangerous activities. Further, dangers may present themselves during the rental time, class, tour or trip, including risks posed by travel to such activity or after the activity has concluded, but while still on KC business property. **The parent(s) and/or legal guardian(s) expressly agree and promise to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by the ordinary (but not gross) negligent acts or omissions of KC.**

The parent(s) and/or legal guardian(s) hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KC from any and all claims, demands, or causes of action, which are in any way connected with the participation in these activities or participants use of KC's equipment, instruction, tours or trips, including any such claims which I have or may have that allege ordinary negligent acts or omissions of KC. Should KC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I certify that the participant has no medical or physical condition which could interfere with their safety while participating in these activities, or else they are willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition. I understand that certain skills, abilities, and physical and mental health, and fitness are required in order to reduce the dangers involved in water activities, and I certify that the participant possess these skills. I agree the participant will wear a properly fastened personal floatation device at all times while in the water, and to use such other safety equipment as may be provided to me by KC. I understand and agree that should emergency rescue evacuation become necessary, the expenses are my sole responsibility and not that of KC.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

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| <u>Parent/Legal Guardian's Printed Name:</u> | <u>Participant's Full Name:</u> |
| | 1) |
| <u>Signature of Parent/Guardian:</u> | 2) |
| <u>Date:</u> | 3) |